

Exhibit 1

COVER SHEET FOR FILING CIVIL ACTIONS
COMMONWEALTH OF VIRGINIA

Case No.
(CLERK'S OFFICE USE ONLY)*

City of Richmond

Circuit Court

Stony Point Land, Inc.

PLAINTIFF(S)

v./In re:

Simons Hauling Co., Inc.

DEFENDANT(S)

I, the undersigned ☐ plaintiff ☐ defendant ☒ attorney for ☒ plaintiff ☐ defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

- | | | |
|--|--|--|
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Construe Will | <input type="checkbox"/> Landlord/Tenant |
| <input type="checkbox"/> Administrative Appeal | <input type="checkbox"/> Contract Action | <input checked="" type="checkbox"/> Mechanics Lien |
| <input type="checkbox"/> Adoption | <input type="checkbox"/> Contract Specific Performance | <input type="checkbox"/> Medical Malpractice |
| <input type="checkbox"/> Adoption - Foreign | <input type="checkbox"/> Correct/Erroneous State/Local Taxes | <input type="checkbox"/> Motor Vehicle Tort |
| <input type="checkbox"/> Adult Protection | <input type="checkbox"/> Counterclaim | <input type="checkbox"/> Name Change |
| <input type="checkbox"/> Aid and Guidance | <input type="checkbox"/> Cross Claim | <input type="checkbox"/> Order to Sever |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Custody/Visitation/Support/Equitable Distribution | <input type="checkbox"/> Partition |
| <input type="checkbox"/> Annulment | <input type="checkbox"/> Declaratory Judgment | <input type="checkbox"/> Petition |
| <input type="checkbox"/> Appeal Decision of ABC Board | <input type="checkbox"/> Declare Death | <input type="checkbox"/> Product Liability |
| <input type="checkbox"/> Appeal Decision of Board of Zoning | <input type="checkbox"/> Delinquent Taxes | <input type="checkbox"/> Quiet Title |
| <input type="checkbox"/> Appeal Decision of Comp Board | <input type="checkbox"/> Detinue | <input type="checkbox"/> Referendum Elections |
| <input type="checkbox"/> Appeal Decision of Employment Commission | <input type="checkbox"/> Divorce | <input type="checkbox"/> Reformation of Trust |
| <input type="checkbox"/> Appeal Decision of Local Government | <input type="checkbox"/> Ejectment | <input type="checkbox"/> Reinstatement of Driving Privileges |
| <input type="checkbox"/> Appeal Decision of Marine Resources Commission | <input type="checkbox"/> Encumber/Sell Real Estate | <input type="checkbox"/> Reinstatement (General) |
| <input type="checkbox"/> Appeal Decision of Voter Registration | <input type="checkbox"/> Enforce Vendor's Lien | <input type="checkbox"/> Removal |
| <input type="checkbox"/> Appointment of Church Trustee, Substitute Fiduciaries | <input type="checkbox"/> Escheat | <input type="checkbox"/> Separate Maintenance |
| <input type="checkbox"/> Approval of Right to be Eligible to Vote | <input type="checkbox"/> Establish Boundaries | <input type="checkbox"/> Standby Guardian/Conservator |
| <input type="checkbox"/> Asbestos Litigation | <input type="checkbox"/> Expunge | <input type="checkbox"/> Termination of Mineral Rights |
| <input type="checkbox"/> Attachment | <input type="checkbox"/> Forfeiture of U.S. Currency | <input type="checkbox"/> Unlawful Detainer |
| <input type="checkbox"/> Bond Forfeiture Appeal | <input type="checkbox"/> Freedom of Information | <input type="checkbox"/> Vehicle Confiscation |
| <input type="checkbox"/> Child Abuse and Neglect - Unfounded Complaint | <input type="checkbox"/> Garnishment | <input type="checkbox"/> Will Contested |
| <input type="checkbox"/> Civil Contempt | <input type="checkbox"/> General Tort Liability (other than motor vehicle) | <input type="checkbox"/> Writ of Certiorari |
| <input type="checkbox"/> Claim Impleading Third Party Defendant | <input type="checkbox"/> Grievance Procedures | <input type="checkbox"/> Writ of Habeas Corpus |
| <input type="checkbox"/> Complaint - (Miscellaneous) | <input type="checkbox"/> Guardian/Conservator Appointment | <input type="checkbox"/> Writ of Mandamus |
| <input type="checkbox"/> Compromise Settlement | <input type="checkbox"/> Impress/Declare a Trust | <input type="checkbox"/> Writ of Prohibition |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Injunction | <input type="checkbox"/> Writ of Quo Warranto |
| <input type="checkbox"/> Confessed Judgment | <input type="checkbox"/> Interdiction | <input type="checkbox"/> Wrongful Death |
| <input type="checkbox"/> Conservator of Peace | <input type="checkbox"/> Interrogatory | <input checked="" type="checkbox"/> Other Application |
| | <input type="checkbox"/> Intentional Tort | |
| | <input type="checkbox"/> Judgment Lien-Bill to Enforce | |
| | <input type="checkbox"/> Judicial Review | |

☐ Damages in the amount of \$ N/A are claimed.
August 25, 2008

DATE

☐ PLAINTIFF

☐ DEFENDANT

☒ ATTORNEY FOR ☒ PLAINTIFF

☐ DEFENDANT

Philip C. Baxa

PRINT NAME

MercerTrigiani LLP, 16 South Second Street, Richmond, VA 23219 Tel: 804-782-8691

ADDRESS /TELEPHONE NUMBER OF SIGNATOR

EXHIBIT

1

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.)	
)	
Petitioner/Applicant,)	
)	
v.)	Case No. _____
)	
SIMONS HAULING CO., INC.)	
)	
Respondent.)	
)	
_____)	

**APPLICATION FOR PERMISSION TO PAY MONEY
INTO COURT TO DISCHARGE MECHANIC'S LIEN**

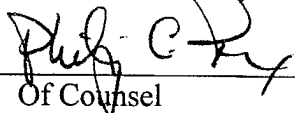
Stony Point Land, Inc., ("Applicant"), by counsel, pursuant to VA. CODE § 43-71, requests this Court for permission to pay money into Court to discharge a mechanic's lien on certain real property located in the City of Richmond, Virginia that is the subject of this proceeding. In support of its Application, Applicant states as follows:

1. Applicant is the record owner of certain real property located in the City of Richmond, Virginia, generally described and referred to as Lots 1 through 13 in the Riverwatch Subdivision ("the Property"). The Property is more particularly described in a Plat recorded in Plat Book 08-32 among the land records of the Circuit Court of the City of Richmond, Virginia ("the Clerk's Office").
2. On or about August 15, 2008, Simons Hauling Co., Inc. ("Simons") caused to be recorded in the Clerk's Office a Memorandum for Mechanic's Lien on the Property in the principal amount of \$178,670.57 ("the Mechanic's Lien"). The Mechanic's Lien is recorded as Instrument No. 08-22297 in the Clerk's Office.

3. Simons was a contractor in the construction of a project on the Property.
4. Applicant denies that it is indebted to Simons in the amount of the Mechanic's Lien, or in any amount. However, Applicant desires to pay money into Court in accordance with the provisions of VA. CODE § 43-71 in an amount equal to the amount of the Mechanic's Lien, plus costs, in order to discharge and release the Mechanic's Lien.
5. Cause exists to grant the request of Applicant to pay money into Court to discharge the Mechanic's Lien.

WHEREFORE, Applicant requests that this Court (a) authorize Applicant to pay the amount of the Mechanic's Lien into Court to release the Mechanic's Lien; and b) upon payment of such funds, direct that the Mechanic's Lien be released, and the Property affected by the Mechanic's Lien be released therefrom. Applicant further requests that the Clerk of this Court note the release of the Mechanic's Lien in the appropriate records of this Court. Applicant further requests that the funds described herein be held by the Court pending a determination of the validity and enforceability of the Mechanic's Lien. Applicant asks for such other and further relief as is necessary and appropriate. Applicant reserves all of its rights, remedies, defenses and claims regarding the Mechanic's Lien and the claims of Simons.

STONY POINT LAND, INC.

By  _____
Of Counsel

Philip C. Baxa, VSB No. 22977
MercerTrigiani LLP
16 South Second Street
Richmond, Virginia 23219
Tel: 804- 782-8691
Fax: 804-644-0209
Phil.baxa@mercetrigiani.com

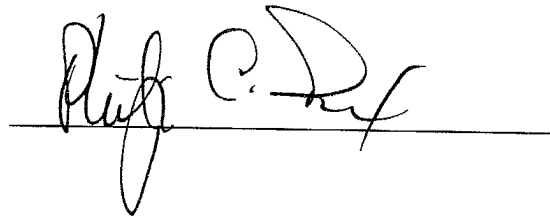
Counsel for Applicant Stony Point Land, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of August, 2008, a true and correct copy of the foregoing Application for Permission to Pay Money Into Court to Discharge Mechanic's Lien was sent by regular, per-paid mail to:

Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV
P.O. Box 7733
Richmond, VA 23231

By Facsimile (804- 222-1430)
Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV

A handwritten signature in black ink, appearing to read "Joseph A. Simons, IV", is written over a horizontal line.

R0007113

Exhibit 2

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.

Petitioner/Applicant,

v.

SIMONS HAULING CO., INC.

Respondent.

Case No. CL08-4029-6

**AMENDED APPLICATION FOR PERMISSION TO PAY
MONEY INTO COURT TO DISCHARGE MECHANIC'S LIENS**

Stony Point Land, Inc. ("Applicant"), by counsel, pursuant to VA. CODE § 43-71, submits this Amended Application for permission to pay money into Court to discharge mechanic's liens and claims filed regarding certain real property located in the City of Richmond, Virginia that is the subject of this proceeding. In support of its Amended Application, Applicant states as follows:

1. Applicant is the record owner of certain real property located in the City of Richmond, Virginia, generally described and referred to as the Riverwatch Subdivision, Tax Map No. 0001-0374/030 ("the Property"). The Property is more particularly described in a Plat recorded in Plat Book 08-32 among the land records of the Circuit Court of the City of Richmond, Virginia ("the Clerk's Office").
2. Simons Hauling Co., Inc. ("Simons") has caused to be recorded in the Clerk's Office two Memoranda for Mechanic's Liens and a Memorandum of Disclosure which pertain to the same alleged contract claim against Applicant (collectively, "the Mechanic's Liens").



- a) The first Mechanic's Lien was recorded in the Clerk's Office on August 8, 2008, as Instrument No.08-21621 and identifies the subject property as a Roadway at Tax Map Parcel No. C0010374044. b) The second Mechanic's Lien was recorded in the Clerk's Office on August 15, 2008, as Instrument No. 08-22297, and identifies the subject property as Lots 1 – 13 in Riverwatch Subdivision, Tax Map Parcel No. C001-0374/030. c) The third Mechanic's Lien is designated as Memorandum of Disclosure and was recorded in the Clerk's Office on August 15, 2008, Instrument No. 08-22298, and identifies the subject property as 13 separate lots in the Riverwatch Subdivision, and the common areas of the subdivision, Tax Map Nos. C001-0374/030 and C001-0757/001.
3. Simons is the claimant in each of the Mechanic's Liens; all of the Mechanic's Liens are in the identical principal amounts of \$178,670.57; and all of the Mechanic's Liens seek recovery of the same claim on the same purported contractual obligation; Applicant has interests with respect to all of the Property referenced in the Mechanic's Liens.
4. Simons was a contractor in the construction of a project on the Property.
5. Applicant denies that it is indebted to Simons in the amount of the Mechanic's Liens, or in any amount. However, Applicant desires to pay money into Court in accordance with the provisions of VA. CODE § 43-71 in an amount equal to the principal amount of the Mechanic's Liens in order to discharge and release the Mechanic's Liens.
5. Cause exists to grant the request of Applicant to pay money into Court to discharge the Mechanic's Liens.


WHEREFORE, Applicant requests that this Court (a) authorize Applicant to pay the amount of the Mechanic's Liens into Court to release all of the Mechanic's Liens; and b) upon payment of such funds, direct that the Mechanic's Liens be released, and the Property affected

by the Mechanic's Liens be released therefrom. Applicant further requests that the Clerk of this Court note the release of the Mechanic's Liens in the appropriate records of this Court.

Applicant further requests that the funds described herein be held by the Court pending a determination of the validity and enforceability of the Mechanic's Liens. Applicant asks for such other and further relief as is necessary and appropriate. Applicant reserves all of its rights, remedies, defenses and claims regarding the Mechanic's Liens and the claims of Simons.

STONY POINT LAND, INC.

By


Of Counsel

Philip C. Baxa, VSB No. 22977
MercerTrigiani LLP
16 South Second Street
Richmond, Virginia 23219
Tel: 804- 782-8691
Fax: 804-644-0209
Phil.baxa@mercertrigiani.com

Counsel for Applicant Stony Point Land, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of September, 2008, a true and correct copy of the foregoing Amended Application for Permission to Pay Money into Court to Discharge Mechanic's Liens was sent by regular, per-paid mail to:

Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV
P.O. Box 7733
Richmond, VA 23231

And by Facsimile to:

Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV
804-222-1430

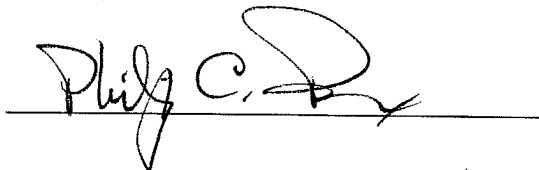


Exhibit 3

RECEIVED
CIRCUIT COURT

SEP -5 2008

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

BEVILL, DEAN, CLERK
BY: *[Signature]* D.D.

STONY POINT LAND, INC.

Petitioner/Applicant,

v.

Case No.: CL08-4029-6

SIMONS HAULING CO., INC.

Respondent.

NOTICE OF HEARING

PLEASE TAKE NOTICE that on September 17, 2008, at 9:00 a.m., Petitioner/Applicant will bring on for hearing its Amended Application for Permission to Pay Money into Court to Discharge Mechanic's Lien in this matter. The hearing will be held at the Circuit Court of the City of Richmond, John Marshall Courts Building, 400 North Ninth Street, Richmond, Virginia 23219.

STONY POINT LAND, INC.

By: *[Signature]*

Of Counsel

Philip C. Baxa VSB no. 22977
MercerTrigiani LLP
16 South Second Street
Richmond, Virginia 23219
Tel: 804-782-8691
Fax: 804-644-0209
Counsel for Petitioner/Applicant



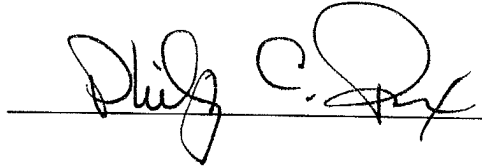
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Notice of Hearing was sent via regular mail, postage prepaid, this 3rd day of September, 2008, to the following parties:

Simons Hauling Co., Inc.
c/o Joseph A. Simons, IV
P.O. Box 7733
Richmond, Virginia 23231

And by Facsimile to:

804-222-1430
Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV

A handwritten signature in black ink, appearing to read "Doug C. Spivey", is written over a horizontal line.

R0007150

Exhibit 4

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

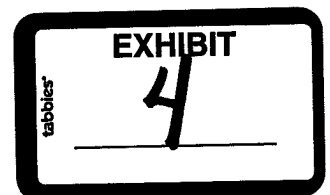
STONY POINT LAND, INC.)	
)	
Petitioner/Applicant,)	
)	
v.)	Case No. CL08-4029-6
)	
SIMONS HAULING CO., INC.)	
)	
Respondent.)	
_____)	

ORDER GRANTING APPLICATION TO RELEASE MECHANIC'S LIENS

This matter is before the Court on the Amended Application of Stony Point Land, Inc. ("Applicant"), by counsel, for permission to pay into Court an amount of money sufficient to discharge certain mechanic's liens and claims recorded by Simons Hauling, Co., Inc. ("Simons") on certain real property ("the Property") in the Riverwatch Subdivision ("the Subdivision") located in the City of Richmond, Virginia.

And it appearing to the Court that Simons has recorded the following Mechanic's Liens and claims ("the Mechanic's Liens") with respect to the Property:

1. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 8, 2008, Instrument No. 08-21621;
2. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 15, 2008, Instrument No. 08-22297; and
3. A Memorandum of Disclosure in the total principal amount of \$178,670.57, but apportioned to certain Lots and Common Areas in the Riverwatch Subdivision.

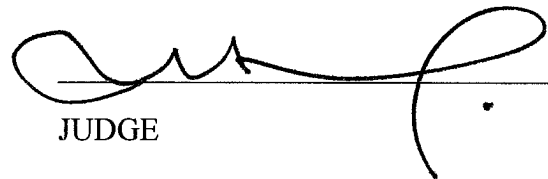


And it further appearing that each of the Mechanic's Liens is in the identical principal amount of \$178,670.57. And it further appearing that each of the Mechanic's Liens pertains to the identical claim of Simons against Amended Applicant for amounts purportedly owed pursuant to a certain contract between Simons and Applicant. And it further appearing that Notice of the Application was given to Simons as required by Section 43-71 of the Virginia Code. And it further appearing that good cause exists to grant this Amended Application.

Accordingly, the Amended Application is GRANTED. And it is ORDERED that Applicant be, and is hereby, permitted to post with the Court the amount of \$178,670.57 in immediately available funds with the Clerk of this Court ("the Funds") for the release of the Mechanic's Liens. And it is further ORDERED that, the Funds having been submitted to the Court, the Mechanic's Liens filed in the Clerk's Office by Simons and recorded as Instrument Nos. 08-21621, 08-22297 and 08-22298, respectively, be and are hereby released in accordance with the provisions of VA. CODE §43-71. And it is further ORDERED that the Clerk note the release of each of the Mechanic's Liens in the records of this Court. And it is further ORDERED that the Funds be held in this Court pending a determination and/or resolution of the validity of the Mechanic's Liens.

And it is further ORDERED that this matter is continued generally.

Enter 9/17/08


JUDGE

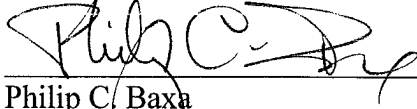
A COPY
Teste:

REYILL M. DEAN, CLERK

BY:

D.C.

I ASK FOR THIS:

A handwritten signature in black ink, appearing to read "Philip C. Baxa", is written over a horizontal line.

Philip C. Baxa

MercerTrigiani LLP

16 South Second Street

Richmond, Virginia 23219

Tel: 804-782-8691

Fax: 804-644-0209

Counsel for Stony Point Land, Inc.

R0007170

Exhibit 5

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.

Petitioner/Applicant,

v.

SIMONS HAULING CO., INC.

Respondent.

Case No. CL08-4029-6

**SECOND AMENDED APPLICATION FOR PERMISSION TO PAY
MONEY INTO COURT TO DISCHARGE MECHANIC'S LIENS**

Stony Point Land, Inc. ("Applicant"), by counsel, pursuant to VA. CODE § 43-71, submits this Second Amended Application for Permission to Pay Money into Court to Discharge Mechanic's Liens and claims filed regarding certain real property located in the City of Richmond, Virginia. In support of its Second Amended Application, Applicant states as follows:

1. Applicant is the record owner of certain real property located in the City of Richmond, Virginia, generally described and referred to as the Riverwatch Subdivision, Tax Map No. 0001-0374/030 ("the Property"). The Property is more particularly described in a Plat recorded in Plat Book 08-32 among the land records of the Circuit Court of the City of Richmond, Virginia ("the Clerk's Office").
2. Simons Hauling Co., Inc. ("Simons") has caused to be recorded in the Clerk's Office two Memoranda for Mechanic's Liens and a Memorandum of Disclosure which pertain to alleged contract claims against Applicant (collectively, "the Simons Mechanic's Liens"): a) the first Simons Mechanic's Lien was recorded in the Clerk's Office on August 8, 2008, as Instrument



No.08-21621 and identifies the subject property as a Roadway at Tax Map Parcel No.

C0010374044; b) the Second Simons Mechanic's Lien was recorded in the Clerk's Office on August 15, 2008, as Instrument No. 08-22297, and identifies the subject property as Lots 1 – 13 in Riverwatch Subdivision, Tax Map Parcel No. C001-0374/030; c) the Third Simons Mechanic's Lien is designated as Memorandum of Disclosure and was recorded in the Clerk's Office on August 15, 2008, Instrument No. 08-22298, and identifies the subject property as 13 separate lots in the Riverwatch Subdivision, and the common areas of the subdivision, Tax Map Nos. C001-0374/030 and C001-0757/001.

3. Simons is the claimant in each of the Simons Mechanic's Liens; all of the Mechanic's Liens are in the identical principal amount of \$178,670.57; and all of the Mechanic's Liens seek recovery of the same claim against Applicant on the same purported contractual obligation.
4. The "type of materials or services furnished" to the project as described by Simons in its Mechanic's Liens include "Curb and Gutter, or other assorted concrete items." See, e.g., Instrument No. 08-22297, attached hereto as Exhibit 1. The date from which interest on the amounts claimed is asserted is August 15, 2008.
5. Simons was the general contractor in the construction performed on the Property.
6. Applicant denies that it is indebted to Simons in the amount of the Simons Mechanic's Liens, or in any amount. However, Applicant applied to pay money into Court in accordance with the provisions of VA. CODE § 43-71 in an amount equal to the principal amount of the Simons Mechanic's Liens in order to discharge and release the Simons Mechanic's Liens.
7. By Order entered September 18, 2008, this Court granted Applicant's request, and ordered the release of the Simons Mechanic's Liens ("the First Order"). Exhibit 2 hereto is a true and

correct copy of the First Order. Applicant has paid the \$178,670.57 into the court per the First Order.


8. Thereafter, on or about September 26, 2008, Spanish Quality Concrete Co., Inc. caused to be recorded in the Clerk's Office of this Court a Memorandum of Mechanic's Lien Claimed by Subcontractor ("the Spanish Quality Lien") and a Disclosure Statement ("the Spanish Quality Disclosure Statement") (collectively, "the Spanish Quality Liens") regarding the Property.
9. The Spanish Quality Lien was recorded in the Clerk's Office on September 26, 2008, as Instrument No. 08-25725 and identifies the subject property as Parcels 1, 2 and 3 at "Riverwatch", as described in the exhibit to such document. See Exhibit 3 hereto. The Spanish Quality Disclosure Statement was recorded in the Clerk's Office on September 26, 2008, as Instrument No. 08-25724 and identifies the subject property as Parcels 1, 2 and 3 at "Riverwatch", as described in the exhibit to such document. See Exhibit 4.
10. The amounts sought in the Spanish Quality Liens is \$33,250.00. The Spanish Quality Liens identify Applicant as Owner of the subject property, Simons as General Contractor on the project, and Spanish Quality as a Subcontractor of Simons.
11. Spanish Quality is not in contractual privity with Applicant, and has no direct claim against Applicant. Spanish Quality's only claim regarding the Applicant and the Property is the claim of a mechanic's lien, through its status as subcontractor of Simons.
12. The "type of services or materials furnished" by Spanish Quality to the project was described in the Liens as "labor and materials related to curbs and gutters for residential subdivision." The date from which interest is claimed is July 21, 2008. Clearly, the Spanish Concrete Lien seeks recovery of amounts for curb and gutter work at the project, which is also part of the amounts sought in the Simons Mechanic's Lien. See Exhibit 3, Spanish Concrete Lien.

13. Under Virginia law, a subcontractor's mechanic's lien rights are derivative of its general contractor's lien and lien rights. That is, the amount for which a subcontractor may claim a lien cannot exceed the amount for which the general contractor may claim a lien. VA. CODE § 43–7. Moreover, if Simons were to receive any funds from Applicant on its claims on the project, Virginia law would require Simons to use such funds to pay its laborers and materialmen on the project, including Spanish Quality. VA. CODE § 43–13.
14. In the First Order, the Court permitted Applicant to pay funds into Court (“the Funds”) to release the Simons Mechanic's Liens. Applicant asks that, in the circumstances, Applicant be able to use, look to, and rely upon the Funds previously deposited with the Court to release the Spanish Quality Claims, as the Spanish Quality Claims are derivative of the claims of Simons; and the Spanish Quality Claims are contained within the claims of Simons.
15. As a matter of equity and fairness, Applicant should be able to rely upon the Funds on deposit to have the Spanish Quality Claims released. Because the amounts sought in the Spanish Quality Claims are included within the amounts sought in the Simons Mechanic's Liens, there will be no prejudice to Simons or Spanish Quality if this Second Amended Application is granted.

WHEREFORE, Applicant requests that this Court (a) authorize Applicant to use, look to and rely upon the Funds on deposit with this Court to release all of the Spanish Quality Claims; and b) direct that the Spanish Quality Claims be released by the Clerk, and the Property affected by the Spanish Quality Claims be released therefrom. Applicant further requests that the Clerk of this Court note the release of the Spanish Quality Claims in the appropriate records of this Court. Applicant further requests that the Funds described herein be held by the Court pending a determination of the validity and enforceability of all pending mechanic's liens on the Property.

Applicant asks for such other and further relief as is necessary and appropriate. Applicant reserves all of its rights, remedies, defenses and claims regarding the Mechanic's Liens and the claims of Simons.

STONY POINT LAND, INC.

By 
Of Counsel

Philip C. Baxa, VSB No. 22977

MercerTrigiani LLP

16 South Second Street

Richmond, Virginia 23219

Tel: 804- 782-8691

Fax: 804-644-0209

Phil.baxa@mercetrigiani.com

Counsel for Applicant Stony Point Land, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of October, 2008, a true and correct copy of the foregoing Second Amended Application for Permission to Pay Money into Court to Discharge Mechanic's Liens was sent by regular, per-paid mail to:

Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV
P.O. Box 7733
Richmond, VA 23231

Spanish Quality Concrete Co., Inc.
10624 Saluda Avenue
Glen Allen, VA 23060

W. Alexander Burnett
Williams, Mullen, Clark & Dobbins, P.C.
1021 East Cary Street, Suite 1600
P.O. Box 320
Richmond, VA 23219

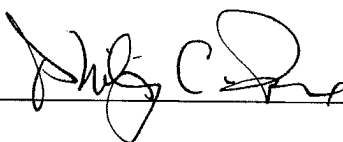


Exhibit 1

PG 592 AUG 15 2008

08-22297

MEMORANDUM OF MECHANICS LIEN
Claimed by General Contractor under Virginia Code 43-5

Name of Fee Owner: **Stony Point Land Inc.**
Address of Fee Owner: 1927 Hanover Avenue and 9030 Stony Point Pkwy
Richmond, VA 23220 Richmond, VA 23235

Name of Contractor: **. Simons Hauling Co., Inc**
Address of Contractor: P.O. Box 7733
Richmond, VA 23231

Name of Claimant: **Simons Hauling Co., Inc.**
Address of Claimant: P.O. Box 7733
Richmond, VA 23231

1.Type of materials or services Furnished: Clearing and grubbing / Installation of utilities including storm sewer, new water line system and new sanitary sewer system / Curb and Gutter, other assorted concrete items / earthwork and all aspects of sitework for the installation of roadways. Placement of stone sub base.

2.Amount Claimed: \$178,670.57

3.Type of structure on which work done or materials furnished: Roadways and all associated materials and labor to construct.

4.Brief Description and location of real property:

Lots 1-13, inclusive, Riverwatch Subdivision as the same is described with greater particularity in a Plat recorded in Plat Book 08-32 on July 08, 2008 among the land records of the City of Richmond, Virginia. Tax Parcel #C001-0374/030

5. Dates from which interest on above amount is claimed:

April 30, 2008, as required per the contract between Simons Hauling Co., Inc and Stony Point Land Inc.

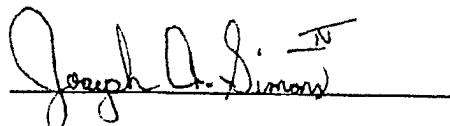
It is the intention of Claimant / Contractor to claim the benefit of a Mechanic's Lien.

DATED : August 15, 2008

Simons Hauling Co., Inc.

Return To: Simons Hauling Co. Inc.
P.O. Box 7733
Richmond, Va. 23231
(804) 222-6222

Attention: Joseph A. Simons, IV



08/15/08

593 AUG 15 88

Simons Hauling Co. Inc.

By:

Joseph A. Simons
Joseph A. Simons IV Vice President

State of Virginia
City/County Of

Virginia
Henrico

I, Amie Underwood, Notary Public for the State and County aforesaid, do certify that
Lisa I. Simons, Accounts Payable and Agent for Claimant, this day acknowledged the
foregoing before me in my county aforesaid.

Given under my hand this the 15th day of August 2008.

Amie R. Underwood

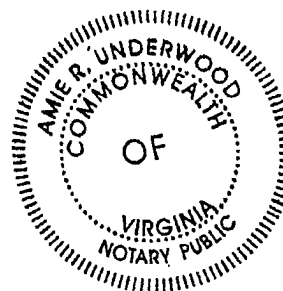
Notary Public

My Commission Expires:

12/31/2010

My Registration No.

7036497



INSTRUMENT #080021297
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON
AUGUST 15, 2008 AT 02:40PM

BEVILL M. DEAN: CLERK
RECORDED BY: VEB

Exhibit 2

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.)	
)	
Petitioner/Applicant,)	
)	
v.)	Case No. CL08-4029-6
)	
SIMONS HAULING CO., INC.)	
)	
Respondent.)	
_____)	

ORDER GRANTING APPLICATION TO RELEASE MECHANIC'S LIENS

This matter is before the Court on the Amended Application of Stony Point Land, Inc. ("Applicant"), by counsel, for permission to pay into Court an amount of money sufficient to discharge certain mechanic's liens and claims recorded by Simons Hauling, Co., Inc. ("Simons") on certain real property ("the Property") in the Riverwatch Subdivision ("the Subdivision") located in the City of Richmond, Virginia.

And it appearing to the Court that Simons has recorded the following Mechanic's Liens and claims ("the Mechanic's Liens") with respect to the Property:

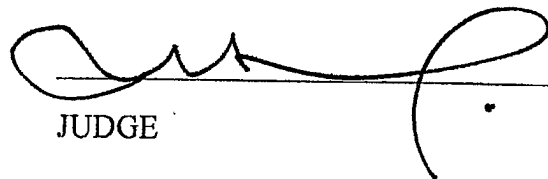
1. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 8, 2008, Instrument No. 08-21621;
2. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 15, 2008, Instrument No. 08-22297; and
3. A Memorandum of Disclosure in the total principal amount of \$178,670.57, but apportioned to certain Lots and Common Areas in the Riverwatch Subdivision.

And it further appearing that each of the Mechanic's Liens is in the identical principal amount of \$178,670.57. And it further appearing that each of the Mechanic's Liens pertains to the identical claim of Simons against Amended Applicant for amounts purportedly owed pursuant to a certain contract between Simons and Applicant. And it further appearing that Notice of the Application was given to Simons as required by Section 43-71 of the Virginia Code. And it further appearing that good cause exists to grant this Amended Application.

Accordingly, the Amended Application is GRANTED. And it is ORDERED that Applicant be, and is hereby, permitted to post with the Court the amount of \$178,670.57 in immediately available funds with the Clerk of this Court ("the Funds") for the release of the Mechanic's Liens. And it is further ORDERED that, the Funds having been submitted to the Court, the Mechanic's Liens filed in the Clerk's Office by Simons and recorded as Instrument Nos. 08-21621, 08-22297 and 08-22298, respectively, be and are hereby released in accordance with the provisions of VA. CODE §43-71. And it is further ORDERED that the Clerk note the release of each of the Mechanic's Liens in the records of this Court. And it is further ORDERED that the Funds be held in this Court pending a determination and/or resolution of the validity of the Mechanic's Liens.

And it is further ORDERED that this matter is continued generally.

Enter 9/17/08

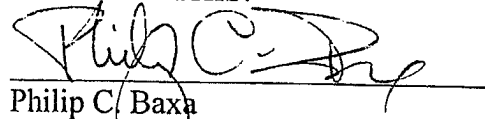


A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above the word JUDGE.

JUDGE

A COPY,
Teste: DEWILL M. LEAN, CLERK
BY:  D.C.

I ASK FOR THIS:

A handwritten signature in black ink, appearing to read "Philip C. Baxa", is written over a horizontal line.

Philip C. Baxa

MercerTrigiani LLP

16 South Second Street

Richmond, Virginia 23219

Tel: 804-782-8691

Fax: 804-644-0209

Counsel for Stony Point Land, Inc.

R0007170

Exhibit 3

PG 0704 SEP 26 8

08 25725

Prepared by and return to:
W. Alexander Burnett, Esquire
Williams Mullen
1021 East Cary Street, 17th floor
Richmond, VA 23219

Tap Map Nos. C0010374046; C0010374047; C0010374048; C0010374049;
C0010374050; C0010374051; C0010374052; C0010374053; C0010374054;
C0010374055; C0010374056; C0010374057

MEMORANDUM FOR MECHANIC'S LIEN
CLAIMED BY SUBCONTRACTOR

6/5/17

Name of Owner:	<u>Stony Point Land, Inc.,</u> a Virginia corporation
Address of Owner:	9030 Stony Point Parkway, Suite 500, Richmond, VA 23235
Name of General Contractor:	<u>Simons Hauling Co., Inc.,</u> a Virginia corporation,
Address of General Contractor:	P.O. Box 7733 4510 Oakley's Lane Richmond, VA 23231
Name of Claimant:	<u>Spanish Quality Concrete Co., Inc.,</u> A Virginia corporation,
Address of Claimant:	10624 Saluda Avenue Glen Allen, VA 23060

1. Type of services or materials furnished:
labor and materials related to curbs and gutters for residential subdivision
2. Amount Claimed: Total Amount Claimed: \$33,250.00.
The amount provided by Virginia Code § 43-3(B), that is, that fractional part of the total cost of the labor and materials provided by Spanish Quality Concrete Co., Inc., as obtained by using "one" as the numerator and the number of lots or parcels as the denominator being fourteen (14), there being thirteen (13) lots or parcels and one (1) common area containing 12.0 acres, more or less, collectively known as "Riverwatch". Consequently, the amount claimed against each lot is \$2,375.00.

0705 SEP 26 8

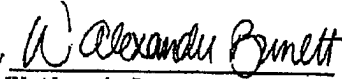
3. Type of structure on which work done or materials furnished:
curbs and gutters for residential subdivision
4. Brief description and location of real property:
"Riverwatch" as described in Exhibit A attached hereto
5. Date from which interest on above amount is claimed:
July 21, 2008

DATED: September 26, 2008

SPANISH QUALITY CONCRETE CO., INC.

Claimant intends to
claim the benefit
of the lien.

By

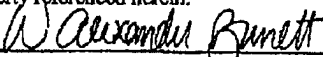


W. Alexander Burnett,

Its Duly Authorized Agent and Attorney at Law

Williams, Mullen, Clark & Dobbins, P. C.
1021 East Cary Street, Suite 1600
P.O. Box 1320
Richmond, Virginia 23219
(804) 643-1991

I hereby certify that, pursuant to the Code of Virginia §43-4, as amended, I shall
mail a true and correct copy of the foregoing Memorandum of Mechanic's Lien to the
owner of record of the real property referenced herein.



W. ALEXANDER BURNETT

AFFIDAVIT

COMMONWEALTH OF VIRGINIA) To-wit:
CITY OF RICHMOND)

I, the undersigned Notary Public in and for the above jurisdiction, do hereby
certify that W. Alexander Burnett, Agent for Claimant, this day made oath before me in
my aforesaid jurisdiction that Simons Hauling Co., Inc. is indebted to Claimant in the
sum of \$33,250.00 consideration stated in the foregoing Memorandum and that the same
is payable as therein stated.

Given under my hand this 26th day of September, 2008

My commission expires: November 30, 2011

Registration No. 221627


Notary Public

PG 0706 SEP 26 8

RETURN TO:

Steven J. Selinger, Paralegal

Williams, Mullen, Clark & Dobbins, P. C.

P.O. Box 1320

Richmond, Virginia 23210-1320

Page Three of Four Pages

00707 SEP 26 8

EXHIBIT APARCEL 1

ALL those certain pieces or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing a total of 28.85 acres, more or less, consisting of two parcels designated as Parcel A containing 18.15 acres and Parcel B containing 10.7 ± acres, as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions; and

LESS AND EXCEPT Lot 1, Riverwatch, as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Holder Bros. Construction, Inc., a Virginia corporation, dated July 29, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-21457; and

LESS AND EXCEPT 12.04 acres, more or less, designated as "Common Area" as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Riverwatch Property Owners Association, Inc., a Virginia corporation, dated July 1, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-18543.

PARCEL 2

ALL that certain piece or parcel of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing 2.644 acres (the "Fee Parcel") as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions

PARCEL 3

The exclusive easement for ingress, egress, utilities, landscaping and signage, the temporary construction easements, and the non-exclusive easements for ingress, egress, drainage, utilities, landscaping and signage conveyed to Stony Point Land, Inc. pursuant and described in the VCUHSA Deed recorded in the aforesaid Clerk's Office as Instrument No. 06-30524, together with all rights relating thereto.

1638125/1

Page Four of Four Pages

08-25725
INSTRUMENT 8
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON

SEP 26 2008 AT 1517

BEVILL M. DEAN, CLERK
BY: D. Duke DEPUTY CLERK

Exhibit 4

PG 0701 SEP 26 2008

08 25724

Prepared by and return to:
W. Alexander Burnett, Esquire
Williams Mullen
1021 East Cary Street, 17th floor
Richmond, VA 23219

Tap Map Nos. C0010374046; C0010374047; C0010374048; C0010374049;
C0010374050; C0010374051; C0010374052; C0010374053; C0010374054;
C0010374055; C0010374056; C0010374057;

DISCLOSURE STATEMENT

Disclosure document required by Virginia Code §43-3(B), as amended:

- M 1516
1. Date: September 26, 2008
 2. Type of structure on which work done
or materials furnished: curbs and gutters for residential
subdivision
 3. Name of Owner: Stony Point Land, Inc.
a Virginia corporation
 4. Address of Owner: 9030 Stony Point Parkway,
Suite 500,
Richmond, VA 23235
 5. Name of General Contractor: Simons Hauling Co., Inc.
a Virginia corporation,
 6. Address of General Contractor: P.O. Box 7733
4510 Oakley's Lane
Richmond, VA 23231
 7. Name of Claimant: Spanish Quality Concrete Co., Inc.
A Virginia corporation,
 8. Address of Claimant: 10624 Saluda Avenue
Glen Allen, VA 23060
 9. Nature of the Lien to be claimed:
The lien is given by Virginia Code §§ 43-3(B) and 43-7, to persons providing
labor and materials for streets for the purpose of providing access to the
individual lots and common areas in the development in the City of Richmond,
Virginia, known as "Riverwatch" described in Exhibit A attached hereto

Page One of Three Pages

#0702 SEP 26 8

10. Amount claimed against each lot or parcel:

The amount provided by Virginia Code § 43-3(B), that is, that fractional part of the total cost of the labor and materials provided by Spanish Quality Concrete Co., Inc., as obtained by using "one" as the numerator and the number of lots or parcels as the denominator being fourteen (14), there being thirteen (13) lots or parcels and one (1) common area containing 12.0 acres, more or less, collectively known as "Riverwatch". Consequently, the amount claimed against each lot is \$2,375.00.

11: Description of the development:
"Riverwatch" as described in Exhibit A attached hereto

SPANISH QUALITY CONCRETE CO., INC.

BY W. Alexander Burnett
W. Alexander Burnett,
Attorney and duly Authorized AgentCOMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to-wit:

Subscribed and acknowledged before me this 26th day of September, 2008, by W. Alexander Burnett, personally known to me.

Steven J. Sellinger
STEVEN J. SELLINGER, NOTARY PUBLICMY COMMISSION EXPIRES: November 30, 2011
REGISTRATION NO. 221627

165820094

Page Two of Three Pages

#0703 SEP 26 8

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LESS AND EXCEPT 12.04 acres, more or less, designated as "Common Area" as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Riverwatch Property Owners Association, Inc., a Virginia corporation, dated July 1, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-18543.

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1650309.1

Page Three of Three Pages

INSTRUMENT # 08-25724
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON

SEP 26 2008 AT 1:56 PM

BEVILL M. DEAN, CLERK
BY: *D. Dean* DEPUTY CLERK

Exhibit 6

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.

Petitioner/Applicant,

v.

SIMONS HAULING CO., INC.

Respondent.

Case No.: CL08-4029-6

NOTICE OF HEARING

PLEASE TAKE NOTICE that on October 30, 2008 at 11:00 a.m., or as soon thereafter as counsel may be heard, Petitioner/Applicant will bring on for hearing its Second Amended Application for Permission to Pay Money into Court to Discharge Mechanic's Lien in this matter. The hearing will be held at the Circuit Court of the City of Richmond, John Marshall Courts Building, 400 North Ninth Street, Richmond, Virginia 23219.

STONY POINT LAND, INC.

By: Philip C. Baxa

Of Counsel

Philip C. Baxa VSB No. 22977

MercerTrigiani LLP

16 South Second Street

Richmond, Virginia 23219

Tel: 804-782-8691

Fax: 804-644-0209

Counsel for Petitioner/Applicant

EXHIBIT

6

tabbles

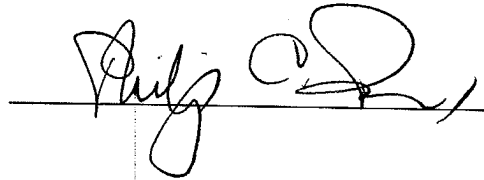
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Notice of Hearing was sent via regular mail, postage prepaid, this 15th day of October, 2008, to the following parties:

Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV
P.O. Box 7733
Richmond, VA 23231

Spanish Quality Concrete Co., Inc.
10624 Saluda Avenue
Glen Allen, VA 23060

W. Alexander Burnett
Williams, Mullen, Clark & Dobbins, P.C.
1021 East Cary Street, Suite 1600
P.O. Box 320
Richmond, VA 23219



R0007350